

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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WHEREAS, **Patrick M. Wyatt and wife, Amy L. Wyatt**, whose address is 5105 Oak Gate Ct., Arlington, Texas 76016 ("Lessor") executed that certain Oil, Gas and Mineral Lease dated August 28, 2007, unto Dale Property Services, LLC, which is recorded in Instrument # D207327162 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, all of the rights, title and interest in said lease were ultimately assigned to and acquired by Chesapeake Exploration, LLC, whose address is 6100 N Western Ave, Oklahoma City, Oklahoma 73118 ("Lessee"); and

WHEREAS, Total E&P USA, Inc., ("Total") whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and desires to amend the Lease as follows. Chesapeake and Total are herein collectively referred to as "Assignees".

WHEREAS, all of the rights, title and interest in said lands were ultimately conveyed unto Patrick M. Wyatt in Divorce Decree dated the 22<sup>nd</sup> day of February, 2010, recorded in Cause No. 231-465337-09 of the District Court, Tarrant County, Texas; and

WHEREAS, Lessor and Assignees now desire to amend the Lease and extend the primary term of the Lease by an additional three (3) years as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

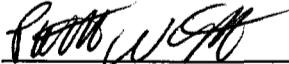
"The primary term shall extend to August 28, 2013, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 28<sup>th</sup> day of August, 2007, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:



Patrick M. Wyatt

LESSOR:

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### ACKNOWLEDGEMENT

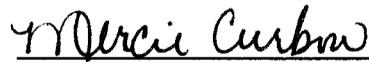
THE STATE OF CO

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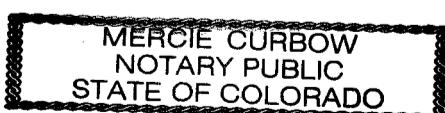
COUNTY OF EL PASO

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This instrument was acknowledged before me on this the 16 day of August, 2010, by  
Patrick Wyatt



Notary Public, State of Colorado



MY COMMISSION EXPIRES 6/19/2011

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES  
500 TAYLOR ST # 600  
FT WORTH, TX 76102

Submitter: DALE RESOURCES LLC

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Filed For Registration: 8/20/2010 8:41 AM

Instrument #: D210202582

OPR 2 PGS \$16.00

By: Suzanne Henderson

D210202582

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN